

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DEEPSTAR MARINE, INC.

(b) County of Residence of First Listed Plaintiff **Montgomery, PA**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Telephone Number, and Email Address)

Robert P. Snyder & Associates; 121 Ivy Lane, King of Prussia, PA 19406
610-265-8050; Bob@robertsnyderlaw.com

DEFENDANTS

XYLEM DEWATERING SOLUTIONS, INC.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
Diversity Jurisdiction under 28 U.S.C. Section 1332

Brief description of cause:

Breach of Contract and Negligent Misrepresentation**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMANDS
 UNDER F.R.C.P. 23 in excess of \$10,000,000.00
 CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12-12-12

SIGNATURE OF ATTORNEY OF RECORD

Robert P. Snyder

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CASE MANAGEMENT TRACK DESIGNATION FORM

DEEPSTAR MARINE, INC.	:	CIVIL ACTION
	:	
v.	:	NO.
	:	
XYLEM DEWATERING SOLUTIONS, INC.	:	
	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Task Designation Form in all civil cases at the time of filing the complaint and serve a copy of all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus - Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security - Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration - Cases required to be designated for arbitration under Local Civil Rule 53.2 ()
- (d) Asbestos - Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management - Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management - Cases that do not fall into any one of the other tracks. (X)

<u>December 12, 2012</u>	<u>Robert P. Snyder, Esquire</u>	<u>Plaintiff</u>
Date	Attorney-At-Law	Attorney For
<u>610-265-8050</u>	<u>610-265-6638</u>	<u>Bob@robertsnyderlaw.com</u>
Telephone	FAX Number	E-Mail Address

FOR THE DISTRICT OF NEW JERSEY — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 121 Ivy Lane, King of Prussia, PA 19406

Address of Defendants: 84 Floodgate Road, Bridgeport, NJ 08014

Place of Accident, Incident or Transaction: Contract was entered into at the address of the defendant: 84 Floodgate Road, Bridgeport, NJ 08014

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (premises liability)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify)

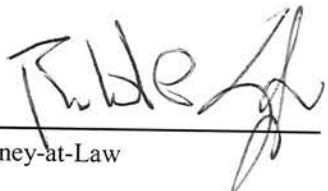
(Continued onto Next Page)

I, Robert P. Snyder, Esquire, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: December 12, 2012


Attorney-at-Law

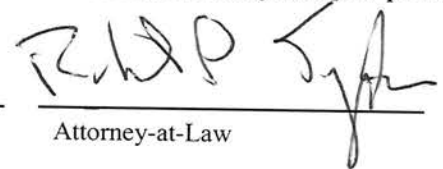
R50659

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: December 12, 2012


Attorney-at-Law

R50659

Attorney I.D.#

CIV. 609 (6/08)

ROBERT P. SNYDER & ASSOCIATES
BY: ROBERT P. SNYDER, ESQUIRE
ATTORNEY I. D.: RS0659
121 Ivy Lane
King of Prussia, PA 19406
(610) 265 - 8050

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DEEPSTAR MARINE, INC.
121 Ivy Lane
King of Prussia, PA 19406
Plaintiff

V.

XYLEM DEWATERING SOLUTIONS, INC.
84 Floodgate Road :
Bridgeport, NJ 08014 :
Defendant :

CIVIL ACTION NO.:

COMPLAINT

AND NOW, comes the Plaintiff, Deepstar Marine, Inc. by and through its counsel,
Robert P. Snyder, Esquire, who respectfully sets forth the following Complaint:

PARTIES

1. Plaintiff, Deepstar Marine, Inc. (hereinafter “Deepstar”), is a corporation organized and existing pursuant to the laws of the State of Pennsylvania, with its registered office located at the above-captioned address.

2. Defendant, Xylem Dewatering Solutions, Inc. (hereinafter “Xylem”), is believed to be,

and therefore averred to be, a corporation organized and existing pursuant to the laws of the State of New Jersey, with a principal place of business located at the above-captioned address.

3. Defendant, Xylem Dewatering Solutions, Inc., is doing business as Godwin Pumps of America, Inc. (hereinafter “Godwin”) at Xylem’s principal place of business located at the above-captioned address, thus references throughout this complaint to Xylem include references to Godwin and vice versa.

JURISDICTION AND VENUE

4. The District Court has original jurisdiction of this action by reason of the amount in controversy exceeding the sum of \$75,000.00, exclusive of interest and costs, and the action being between citizens of different states, pursuant to 28 U.S.C. § 1332.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a), as the Defendant resides and does business in New Jersey and in this District. Venue also is proper in this District because a substantial part of the events or omissions giving rise to the claims in this Complaint occurred in this District.

FACTUAL ALLEGATIONS

6. At all times relevant hereto, the corporate Plaintiff and Defendants acted by and through their duly authorized agents, servants, workers, and employees, all of whom were acting within their scope of authority and purportedly in furtherance of the corporations’ business interests.

7. In early September of 2011, Deepstar President, Charles McKee, as well as other

Deepstar personnel, met with Eugene Crowell, a Xylem Representative, to obtain a quote for a dredging project in the Delaware River, a navigable body of water constituting the boundary between Pennsylvania and New Jersey, which required a pumping system capable of conveying 3000 cubic yard within 32 pumping hours.

8. Shortly thereafter, Eugene Crowell provided Deepstar a quote for a six-inch pumping system.

9. Soon after being provided the above referenced quote, Charles McKee informed Eugene Crowell that the pumping system described in the quote was inadequate due to the slow pump rate, because Deepstar required a 3000 cubic yard barge full of dredged material to be emptied in 32 pumping hours.

10. On September 16, 2011 Eugene Crowell provided to Deepstar a revised quote for use of an eight-inch diesel pump set (See Exhibit "A").

11. On September 17, 2011, Deepstar advised Eugene Crowell that a larger pump set would be necessary in order to ensure the ability to empty a 3000 cubic yard barge in 32 pumping hours, and that Deepstar was willing to pay the price for the proper equipment, relying on Xylem's expertise in providing same.

12. Xylem representative Crowell advised that he would put together the right pump package to do the job, in the required time frame, and that he appreciated that Deepstar had come to Xylem rather than try to put together a pump package from other sources.

13. On September 19, 2011, Mr. Crowell communicated to Deepstar that he had assembled a pump set with a rental cost of \$15,737, plus \$1,100 trucking charges, that met Deepstar's requirement that the pump set would empty the barge in 32 pumping hours.

14. On September 19, 2011 Deepstar paid Xylem \$15,737.

15. The pump set was delivered by Xylem to Deepstar on September 21, 2011, the set including an eight inch pump.

16. At the time of delivery of the above referenced pumping system, Deepstar paid Xylem the requested \$1,100 in trucking charges.

17. Upon receipt of the pumping system, Deepstar loaded the pump set onto the spud barge, "Scrappy," which departed for, and arrived at, Biles Island, PA, on September 23, 2011, for the discharge operation of the project.

18. On October 12, 2011, a hopper barge full of dredged material arrived alongside the offload station/spud barge at Biles Island for purposes of offloading/pumping.

19. At the time of installation/set up of the discharge pipe by Xylem personnel, Deepstar site supervisor, David Leninger, learned from Xylem representatives that the pump set which had been provided was the wrong size for the job, that Mr. Crowell was recently hired by Xylem, and that this was not the first time a mistake like this had been made by him.

20. During the initial pumping process, Deepstar personnel observed difficulties in the pumping process, but attempted to continue pumping, recalling both verbal representations, as well as representations appearing on the internet website for Godwin Pumps, that Godwin customers could "count on Godwin Pumps for thick sludge removal resulting from material dredging." (See attached Exhibit "B").

21. By mid-October, it became apparent that the pump performance provided was not the pump performance which Xylem had promised. The fact that the system contained a 12 inch discharge pipe attached to an eight inch pump, for removal of dredge spoils, caused Deepstar

President McKee to confront Xylem representative Crowell for an explanation in the difference of the diameter of the two pipes, at which time Crowell unequivocally represented that “an eight inch pump can pump as much as a 12 inch pump.”

22. Between October-November, various Xylem representatives came to the site for multiple aspects of pump maintenance, including, but not limited to, leaking “O” rings, battery replacement, check valve, all of which should have appropriately been provided with the original order for the pump set for the purpose of it functioning continuously and properly. The Xylem technical representatives repeatedly stated that the eight inch pump which had been shipped was not big enough to do this job, as readily evidenced by the attached 12 inch discharge, that the company was in the process of changing ownership, and that Mr. Crowell had assembled, collected, and provided the wrong equipment for the intended purpose.

23. In late October, Deepstar president McKee met with Patrick Witts, a Xylem Pumps representative, who agreed to try to fix and correct the problems which he admitted Mr. Crowell had created.

24. Mr. Witts confirmed that the equipment was properly installed, being used properly, and opined that perhaps things could be improved by agitation of slurry.

25. Per the recommendation of Mr. Witts, Deepstar undertook agitating the slurry (dredging spoils), but the agitation still did not cause and permit the originally provided eight inch pump to meet the specified pumping requirements/demands of this dredging project.

26. By reason of the slow operation of the pumping system, Deepstar continually incurred enormous financial losses, as more fully detailed later herein.

27. Deepstar repeatedly kept asking for replacement of the ineffective eight inch pump

with a 12 inch pump, but Xylem refused to do so.

28. In the first week of November, after the failed attempt to improve the pumping rate by additional agitation, Xylem representative Patrick Witts attempted to improve the situation by installing an additional supplemental pump, but there was no substantial improvement in the pumping rate.

29. Notwithstanding the express representations of Xylem, in its advertisements, and/or on its website, claiming great expertise in connection with the engineering aspects of determining the appropriate equipment for the performance of a given job, all of which were relied upon by Deepstar to its great financial detriment and loss, Xylem failed to provide proper equipment to perform the dredging job.

30. Subsequently, Xylem alleged that Deepstar had approached Xylem in order to perpetrate a fraud on it by misrepresenting the nature and extent of the materials to be dredged from the bottom of the Delaware River, an analysis of said materials being within Xylem's expertise and ability to assess in connection with providing pumping for a dredging contract.

31. By letter dated January 01, 2012, Xylem alleged that its equipment and system were "pumping well" at some time in mid-November in 2011, which was a knowing and/or negligent false statement of material fact.

32. Xylem's refusal to replace the incorrect eight inch pump with the 12 inch pump constituted an attempt to avoid responsibility and a failure to mitigate damages.

33. In January 2012, Xylem claimed that Deepstar owed a balance of \$98,323.00 in back rentals being due with an additional \$7,683.50 per week thereon (See Exhibit "C").

34. By letter dated February 5, 2012, Deepstar notified Xylem that a substantial

economic dispute existed between the parties. (See Exhibit “D”).

COUNT I
BREACH OF CONTRACT

35. Paragraphs 1 through 34 are hereby incorporated by reference as though fully set forth herein.

36. All conditions precedent to the contract between Xylem and Deepstar were satisfied.

37. The failure on the part of Xylem to properly assess, determine, select, and provide appropriate equipment for the performance of the specific dredging project alleged herein constitutes a breach of the contract between Xylem and Deepstar.

38. Xylem knowingly, willfully, voluntarily, and/or recklessly permitted the untenable situation which it had created to continue to exist, while Deepstar suffered great losses, some irreparable, leading to the great economic injuries to Deepstar described more fully below.

COUNT II
NEGLIGENT MISREPRESENTATION

39. Plaintiff incorporates by reference Paragraphs 1-38, inclusive, as though fully set forth herein.

40. At all times relevant hereto, Defendant had a duty to provide accurate information concerning the pumping system provided and its pumping rate.

41. When Defendant’s representative Eugene Crowell made the representations concerning the ability of the eight inch pump to pump as much as a 12 inch pump, he had no reasonable grounds for believing that the representations were true and made the representations

with the intent to induce Plaintiff to lease the pumping system.

42. Plaintiff relied on said representations to his own great emotional and economic detriment, as more fully described herein below.

DAMAGES

43. Deepstar has suffered approximately \$345,494.04 of “expectation damages,” based upon additional equipment rentals and expenses incurred as a direct result of the entire dredging job having taken over three months longer than it should have, had proper equipment been provided by Xylem.

44. Consequential damages, as a direct result of Xylem’s conduct, have resulted in demonstrable economic losses of other dredging contracts/opportunities totaling \$6,058,700.00.

45. In addition to the foregoing, the credit of Deepstar Marine, together with its good reputation as a premiere marine construction contracting firm in the Delaware River Basin, has been so tarnished as to be, for all practical intents and purposes, destroyed, at an estimated additional loss of \$6,000,000.00.


46. All of the aforementioned happenings have caused Plaintiff great mental anguish and emotional distress in the past, and will, in all likelihood, continue to do so for an indefinite period of time into the future.

WHEREFORE, Plaintiff Deepstar Marine, Inc. hereby demands judgment against Defendant Xylem Dewatering Solutions, Inc. in an amount in excess of \$10,000,000.00, exclusive of interest, attorney’s fees and costs.

Respectfully submitted,

12-12-12
DATE

By.


ROBERT P. SNYDER, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



CHARLES McKEE, on behalf of
Deepstar Marine, Inc., as President

Date: 10/18/2012

84 Floodgate Road
Bridgeport, NJ 08014-0191
Tel: 856-467-3636
Fax: 856-467-4841
www.godwinpumps.com



September 16, 2011

Mr. Charles McKee
Deepstar Marine, Inc.
676 Marlton Ave
Camden, NJ 08105

Phone: 856-757-9277
Fax: 856-757-0571
Email: deepstarmarine@comcast.net

**RE: Fairless Hills PA
Rental Quotation 101033115**

Dear Mr. McKee:

Thank you for your interest in Godwin Pumps. We are pleased to offer the following revised proposal for temporary pumping equipment for your project in Fairless Hills, PA.

In our proposal we are offering a Godwin Dri-Prime® Model CD225M eight-inch diesel pumpset to convey the product consisting of mud, clay and silt from a barge to the waste management facility located approximately 1000 feet away. Also included in our proposal are rental rates for a Godwin Dri-Prime® Model HL80M four-inch diesel high pressure pumpset to act as an agitator to get the product into a suspended state and 1000 feet of 12-inch High Density Polyethylene, SDR17 pipe. According to our calculations, we estimate that it will take approximately 75 to 100 hours to convey 3,000 cubic yards of material to its final destination based on 10% solids content in the suspension. Please note, that adding a second identical pumpset to the proposed system will almost double the production rate. The estimated fuel consumption rate for a CD225M delivery 1000 GPM at 1400 RPM is 1.65 gallons per hour. We have included our CD150M six-inch diesel pumpset to fill your barges with water to prepare the slurry for transport.

We are pleased to be able to provide this information and look forward to serving your needs in the near future. If you have any questions or need any additional information or assistance, please do not hesitate to call.

Sincerely,

Eugene Crowell
Technical Inside Sales Rep

EC / rh

cc: Patrick Witts
Godwin Pumps Outside Sales Representative

Home Office:
84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841
Think Orange. Think Godwin. Great Pumps. Great People.

Ex 'A'



RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
A	1	Godwin Dri-Prime HL80M Diesel Pump • Primary Unit • 4" x 3" 150# FL suction and discharge • John Deere 4045D Diesel Engine • GP60 highway trailer, 60 gal fuel tank • QD Suction/Discharge	\$ 699.00	\$ 699.00	\$ 2,097.00	\$ 2,097.00
B	2	4" x 20' Black Water Suction Hose with Godwin QD Fittings				
C	1	4" x 10' Black Water Suction Hose with Godwin QD Fittings	54.00	108.00	162.00	324.00
D	1	4" Suction Screen • small hole with MQD fittings	27.00	27.00	81.00	81.00
E	1	3" Godwin QD Tee Female x Male x Male	0.00	0.00	0.00	0.00
F	2	Godwin Miscellaneous Adapter • 3" QD ball valve	15.00	15.00	45.00	45.00
G	2	Godwin Miscellaneous QD Adapter • 3" FQD x 2-1/2" MNST adapter	45.00	90.00	135.00	270.00
			15.00	30.00	45.00	90.00
			ESTIMATED RENTAL TOTAL		\$ 969.00	\$ 2,907.00
			ESTIMATED DELIVERY CHARGE		\$ 275.00	\$ 275.00
			ESTIMATED PICKUP CHARGE		\$ 275.00	\$ 275.00
			REQUIRED EXTRAS		\$ 0.00	\$ 0.00

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
A	1	Godwin Dri-Prime CD225M Diesel Pump • Primary Unit • 8" 150# Flange Suction and Discharge • John Deere 4045T285 Tier III Diesel Engine • Includes PrimeGuard Engine Controller • trailer mounted 100 gallon fuel tank • 8" FQD Suction x 8" FLG Discharge	\$ 1,014.00	\$ 1,014.00	\$ 3,042.00	\$ 3,042.00
B	5	8" x 10' Black Water Suction Hose with Godwin QD Fittings				
C	1	8" X 10' Composite Hose with 150# Flange Fittings	87.00	435.00	261.00	1,305.00
D	1	8" Suction Screen • large hole with MQD fittings	93.00	93.00	279.00	279.00
E	500'	12" HDPE Pipe SDR 17 (Per Foot)	0.00	0.00	0.00	0.00
F	1	Godwin Miscellaneous Adapter • 8" 150# FLG x 12" 150# FLG Ecc Adapter	0.96	480.00	2.88	1,440.00
G	2	12" 90 Degree HDPE SDR 26 Bend	12.00	12.00	36.00	36.00
			25.00	50.00	75.00	150.00

This quotation is for informational purposes only. We warrant that the items and quantities listed are correct as of the date of this quotation. All quantities are subject to change without notice. All quantities are subject to change without notice. All quantities are subject to change without notice.

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
H	1	12" HDPE SDR 17 150# Flange Adapter	30.00	30.00	90.00	90.00
I	1	12" HDPE 150#FL Back Up Ring	0.00	0.00	0.00	0.00
J	1	12" HDPE Saddle with 4" Female NPT * with 2" QD fittings	25.00	25.00	75.00	75.00
K	1	2" x 50' Heavy Duty Layflat Hose with Godwin QD Fittings	0.00	0.00	0.00	0.00
L	1	12" HDPE Saddle with 4" Female NPT * with 2" FCG fittings	25.00	25.00	75.00	75.00
M	1	2" Combination Air Valve ARI D-025-2	23.00	23.00	69.00	69.00
N	1	Godwin Miscellaneous Accessory * (2) 8" Flg Gasket // (98) 3/4" x 4-1/2" Nuts/Bolts // (12) 7/8" x 4-1/2" Nuts/Bolts	0.00	0.00	0.00	0.00

ESTIMATED RENTAL TOTAL	\$ 2,187.00	\$ 6,561.00
ESTIMATED DELIVERY CHARGE	\$ 275.00	\$ 275.00
ESTIMATED PICKUP CHARGE	\$ 275.00	\$ 275.00
REQUIRED EXTRAS	\$ 0.00	\$ 0.00

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL	MONTHLY UNIT	MONTHLY TOTAL
A	1	Godwin Dri-Prime CD150M Diesel Pump • Primary Unit • 6" 150# Flange Suction and Discharge • John Deere 4045D Diesel Engine • GP60 highway trailer, 60 gal fuel tank • 6" QD Suction/Discharge	\$ 621.00	\$ 621.00	\$ 1,863.00	\$ 1,863.00
B	6	6" x 10' Black Water Suction Hose with Godwin QD Fittings	48.00	288.00	144.00	864.00
C	2	6" 90 Degree Godwin QD Bend	18.00	36.00	54.00	108.00
D	1	6" Suction Screen • large hole with MQD fittings	0.00	0.00	0.00	0.00
ESTIMATED RENTAL TOTAL			\$ 945.00		\$ 2,835.00	
ESTIMATED DELIVERY CHARGE			\$ 275.00		\$ 275.00	
ESTIMATED PICKUP CHARGE			\$ 275.00		\$ 275.00	
REQUIRED EXTRAS			\$ 0.00		\$ 0.00	

This pricing information is for informational use only. We ask that these items and prices be used for informational use only. All available items and freight charges will be added to invoices. All items are subject to product availability. All equipment is for rental use only.

September 16, 2011

Deepstar Marine
Attention: Mr. Charles McKee
Service Quotation # 101033118
Page 1 of 2

Case 1:11-cv-00608-JBS Document 387 Filed 12/12/12 Page 28 of 57



SERVICE QUOTATION

ITEM	QTY	DESCRIPTION	DAILY UNIT	DAILY TOTAL
A	8.00	Fusion Technician Standard Rate	\$ 110.00 /hr	\$ 880.00
B	1	McElroy T500 Fusion Machine 6" - 18"	375.00 /ea	375.00
C	1	Godwin Service Truck	125.00 /ea	125.00
D	90	Mileage	2.50 /ea	225.00

ESTIMATED SERVICE TOTAL	\$ 1,605.00
ESTIMATED DELIVERY CHARGE	\$ 0.00
ESTIMATED PICKUP CHARGE	\$ 0.00

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.



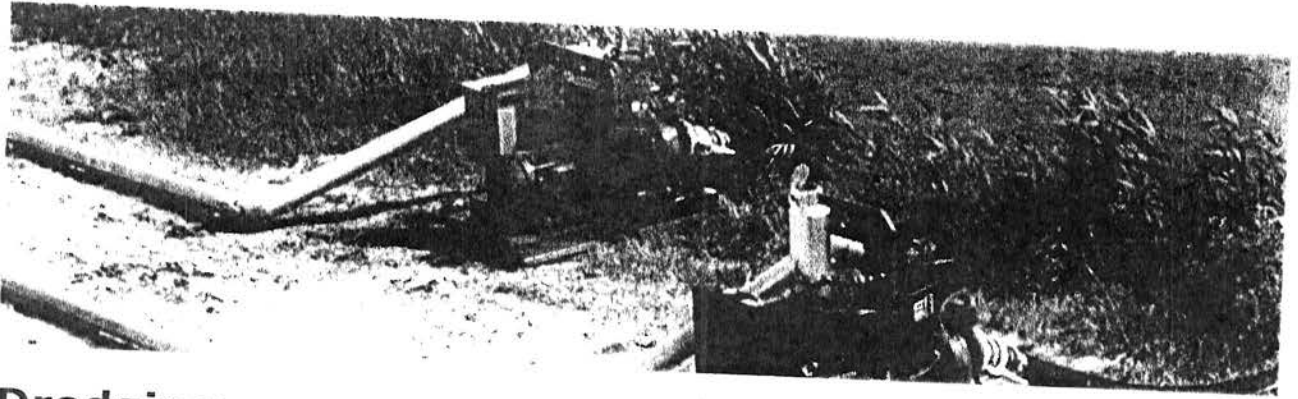
84 Floodgate Road, Bridgeport, NJ
(856) 467-3636 Fax (856) 467-4841
www.godwinpumps.com

TERMS AND DEFINITIONS

- Rental Day:** One Calendar day not exceeding eight (8) hours running.
- Rental Week:** Seven (7) calendar days not exceeding 48 hours running.
- Rental Month:** Twenty-eight (28) calendar days not exceeding 192 hours running.
- Standby Rate:** The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary Godwin Rental pumpset, the standard rate will apply.
- Overtime Running:** All scheduled rates are based on an 8 hour per day shift. If equipment is used for a double shift, the 8 hour rate will be multiplied by 1 1/2 times. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate. Diesel units only.
- | | | |
|--------------|---|--------------------|
| 3 - 7 Days | = | 1 Week |
| 8 Days | = | 1 Week and 1 Day |
| 9 Days | = | 1 Week and 2 Days |
| 10 - 14 Days | = | 2 Weeks |
| 15 Days | = | 2 Weeks and 1 Day |
| 16 Days | = | 2 Weeks and 2 Days |
| 17 - 28 Days | = | 1 Month |
- Off Rent:** Lessee is responsible for calling into the local branch and obtaining an off-rent number, which will serve as notification to Lessor that the equipment is available for immediate pick-up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or set-up time will be charged at the quoted itemized rates or will be based upon our published rental and labor rate schedules.
3. Payment terms: Net based on credit approval.
4. Delivery and Pick-Up available via Godwin Truck.
5. Taxes are not included in any rental, sale or labor quotes. Lessee is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Lessee will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
6. The customer is responsible to provide an insurance certificate showing Godwin Pumps of America as an additional insured and loss payee for the rental equipment.



Dredging

Count on Godwin Pumps for thick sludge removal resulting from material dredging.

Featured Products

No Featured Products Available (#)

Ex "B"

xylem

Xylem Dewatering Solutions, Inc.
d/b/a Godwin Pumps of America
84 Floodgate Road, Bridgeport, NJ 08014
Tel +1.856.467.3636 Fax +1.856.467.4841

January 31, 2012

VIA REGULAR AND CERTIFIED MAIL

Deepstar Marine, Inc.
676 Marlton Ave
Camden, NJ 08105

Deepstar Marine, Inc.
12575 Chilton Rd
Philadelphia, PA 19154

Attention: Mr. Charles McKee, President

RE: Fairless Hill Project

Dear Mr. McKee:

As follow-up to our letter dated November 28th, 2011, Godwin Pumps of America (now Xylem Dewatering Solutions, Inc.) has not received any correspondence or contact from Deepstar Marine, Inc. ("Deepstar") regarding progress on your Fairless Hills project. The last time our sales representative saw workers and equipment active at the site was on November 16, 2011 when our sales representative spoke with your foreman who reported the system was "pumping well" and the output had increased considerably over what was previously being pumped when utilizing the Hcidra submersible pumpset. Without having heard from you, we made multiple site visits to the dredge offloading site between December 20, 2011 and January 16, 2012. At each of these visits, there were no Deepstar workers on-site, and the dredge offloading pumping system was not in operation. With no apparent change to the dredge material level in the holding barge, it appears that the operation has not been utilized for some time. Please note as stated in our previous letter, the pumping equipment is still being rented by Deepstar, and as such, the attached rental invoices are due in full. Additional rental invoices will continue to be generated until Godwin Pumps of America ("Godwin") has received the pumping equipment back into the Bridgeport, New Jersey branch. Your current open balance as of January 26, 2012 is \$98,323.00. The accrual of items on rent is \$7,683.50 per week.

Additionally, during each of these visits, damage was seen to both the Godwin pumping equipment and equipment barge stabilizing poles (see attached pictures). Also, with the stabilizing poles being damaged, it was observed that the equipment barge was starting to shift and list to its side putting Godwin equipment into a potentially unsafe situation. As stated in our rental contract and our previous discussions, Deepstar is responsible to protect Godwin pumping equipment from potential damage. It is also Deepstar's responsibility to provide payment for any damages to Godwin pumping equipment.

Ex. "C"

Mr. Charles McKee
Deepstar Marine, Inc.
Page 2 of 2

Please contact us as soon as possible to provide a scheduled completion date for the dredge operation. We need a firm date at which time Deepstar will complete their work and return all equipment to our branch office. Given the current state of equipment on the barge, if we do not hear from you by Monday, February 6, 2012, we will be forced to assume you have abandoned your project and we will pursue reasonable means, chargeable to Deepstar, for regaining possession of our equipment. We will also need an update as to payment for the rental invoices that are continuing to accrue. Should you have any questions, please do not hesitate to contact us at 856-467-3636.

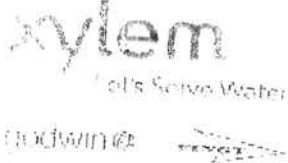
Sincerely,

XYLEM DEWATERING SOLUTIONS, INC.
D/B/A GODWIN PUMPS OF AMERICA



Timothy D. Glazar, Esq., PG, ARM
Director, Risk Management

cc: Patrick Witts, Xylem Sales Representative
Jack Farrell, Xylem Branch Manager



STATEMENT

84 Floodgate Road
Bridgeport, NJ 08014
Tel: (856) 467-3676
Fax: (856) 467-7015
www.godwinpumps.com

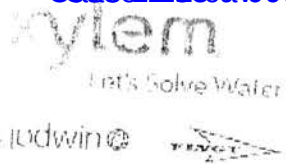
Customer Number: 00106000

Deepstar Marine, Inc.
176 Marlton Ave
Camden NJ 08105

Date: 01/26/2012

Date	Document Number	Reference	Type	Charges	Credits	Balance
09/22/11	500072479	2614 RD	Payment			
09/27/11	500073108	2615 RD	Payment		(15,737.88)	(15,737.88)
09/30/11	400168346	201022851	Invoice	653.66	(1,100.00)	(15,837.88)
09/30/11	400168360	201022941	Invoice	2,175.65		(16,194.22)
09/30/11	400168495	201022851	Invoice	5,071.57		(14,008.57)
09/30/11	400168717	201022851	Invoice	5,071.57		(8,937.00)
10/06/11	400170062	201022851	Invoice	5,071.57		(3,865.43)
10/12/11	400171577	201022851	Invoice	26.50		1,206.19
10/13/11	400172014	201022851	Invoice	26.50		1,232.69
10/14/11	400172376	201022851	Invoice	26.50		1,259.19
10/27/11	400176186	201024260	Invoice	1,444.50		1,285.69
10/27/11	400176187	201022851	Invoice	14,546.91		2,730.14
10/28/11	400176857	201024260	Invoice	452.61		17,229.66
11/25/11	400184055	201024880	Invoice	8,452.44		26,182.10
11/25/11	400184056	201022851	Invoice	14,546.91		40,729.01
12/06/11	400186604	201024260	Invoice	1,897.11		42,626.12
12/07/11	400186966	201024880	Invoice	197.16		42,823.28
12/08/11	400187275	201024880	Invoice	2,613.96		45,437.24
12/14/11	400188729	201022851	Invoice	241.68		45,678.92
12/14/11	400188730	201024880	Invoice	14,168.49		59,847.41
12/14/11	400188889	701022959	Invoice	2,613.96		62,461.37
12/16/11	400189164	201024880	Invoice	1,131.02		63,592.39
12/20/11	400190011	201024260	Invoice	241.68		63,834.07
12/21/11	400190529	201024260	Invoice	1,444.50		65,278.57
12/21/11	400190530	201024880	Invoice	269.64		65,548.21
12/22/11	400190993	201024880	Invoice	2,613.96		68,162.17
12/28/11	400192277	201024880	Invoice	241.68		68,403.85
12/29/11	400192663	201024880	Invoice	2,613.96		71,017.81
01/04/12	400193929	201024880	Invoice	241.68		71,259.49
01/05/12	400194194	201024880	Invoice	2,613.96		73,873.45
		201024880	Invoice	241.68		74,115.13

Think Orange. Think Godwin. Great Pumps. Great People.



STATEMENT

84 Floodgate Road
Bridgeport, NJ 08014
Tel: (856) 467-3636
Fax: (856) 467-7021
www.godwinpumps.com

Customer Number: 00106000

Deepstar Marine, Inc.
676 Marlton Ave
Camden, NJ 08105

Date: 01/26/2012

Date	Document Number	Reference	Type	Charges	Credits	Balance
01/11/12	400195532	201022851	Invoice	14,168.49		88,283.62
01/11/12	400195533	201024880	Invoice	2,613.96		90,897.58
01/12/12	400195818	201024880	Invoice	241.68		91,139.26
01/17/12	400196793	201024260	Invoice	1,444.50		92,583.76
01/18/12	400197102	201024260	Invoice	269.64		92,853.40
01/18/12	400197103	201024880	Invoice	2,613.96		95,467.36
01/19/12	400197420	201024880	Invoice	241.68		95,709.04
01/25/12	400198831	201024880	Invoice	2,613.96		98,323.00

Service Charge 1.5% Added Per Month For Amounts Past 30 Days

Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Balance Due
29,919.15	25,777.73	25,349.07	34,114.93	(16,837.88)	99,726.69

Think Orange. Think Godwin. Great Pumps. Great People.

Mr. Timothy D. Glazar, ESQ.
Director, Risk Management
Godwin Pumps of America

February 5, 2012

Dear Mr. Glazar,

I have received your certified mail package yesterday from the post office & responding right away to your inquiry

A) The pumping operation is Not abandoned. what you are seeing in the photo's is the spud barge leaning at low tide.

During the winter months the Delaware river has lower than normal tides. Had Godwin pumps provided us with the proper pump sets the project would have been completed much earlier & on time in which we would not encountered the winter season at all.

B) I have not been in touch with Godwin pumps since Patrick Witts E-mail of November 16 in which he states that " Godwin has done everything we can to make the operation more efficient and effective" I understood at that point that Deepstar Marine was on its own & that because of a legal stand point Godwin would not admit shipping the wrong pump set or solve the problem by providing us with a 12" pump & admit responsibility. All of Godwin's field techs have told us this.

C) In an E-mail from Patrick Witts he states that Godwin would not charge us rental if Deepstar would release Godwin from any responsibility for our delays. As you are aware Deepstar is not releasing Godwin pumps of responsibility & will be held liable for any resulting damages incurred by Deepstar Marine.

D) Deepstar Marine was quoted \$15,737 per month for the pump-sets from Eugene Crowell of Godwin pumps .How did that change to \$7,683.50 per week ? Is this punishment for holding Godwin pumps liable for their actions ?

E) Deepstar Marine understands it is responsible for Godwin's pumps. They will be returned in the condition that they were received

F) From the photos provided, It appears that someone from Godwin pumps boarded our chartered barges with out permission. You are prohibited from doing so again. If you wish to inspect your equipment Call or e-mail me and I will schedule an appointment in which you will be escorted by someone from our company. My personal cell # is 609-333-3625 call anytime.

<http://sz0138.wc.mail.comcast.net/zimbra/mail?app=mail>

EX. "D"

2/5/2012

G) As far as what dollar amount is owed to which party, Deepstar Marine is represented by its attorney & all other correspondence will be to him:

Mr. Robert P. Snyder Esq.
121 Ivy Lane
King Of Prussia PA 19406

Tel # 610-265-8050

In summary,

I have relied on Godwin Pumps by your web-site & your previous reputation to provide us with the correct equipment
To complete our project on time & on budget. Because of the trust I put on Godwin Pumps, our company has suffered greatly.
Hopefully we will be able to come to a solution without going to court to have this resolved.

Truly yours,

Chuck McKee
Deepstar Marine